

REQUEST FOR QUOTATION FAX ON DEMAND

Arizona Game and Fish Department Purchasing Office 5000 West Carefree Highway Phoenix, AZ 85086

SOLICITATION NO. QF08-045-J Offers will be accepted until 5:00 p.m. on June 30, 2008.

Page 1 of 11 Date: June 18, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, FOB destination, including all charges, including applicable taxes. Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office at (602) 542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.

This procurement is expected to be between \$1,000.00 and \$50,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchase s under \$50,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S §41-1001-14). BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION. AN OFFERDOR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINION AND OFFERDOR.

			OFFEROR CERTIFIES THAT					ESPONSE TO THIS
DELIVERY POINT: Arizona Game & Fish Dept 5000 West Carefree Highway Phoenix, AZ 85086				Representative: Barbara Jewett Phone No.: 623-236-7456 FAX No.: 623-236-7922 .				
				VENDOR QUOTATIO	N			
Item	Qty	Unit		Description			Unit Price	Extended Price
2 3	1 1 1	Ea. Ea Yr	a. Software products required public meetingsb. Hardware required to pineetingsHosting live web feed of pineetings	Hardware required to provide live web casting of public			\$\$ \$\$ \$	\$ \$ \$ \$
			THIS IS NOT	A PURCHASE OR	DER			
				N MUST BE COMPLET		OOR		l
Company Name			A	ddress	City	State	Zip	Phone #
			thin calendar days af				rithin	days after receipt of
Signa	ture			Date	Ty	yped Name and Title		
Tax ID No "AN EQUAL OPPORTUNITY AGENCY" Fax No.:								



REQUEST FOR QUOTATION FAX ON DEMAND

(Continuation Sheet)

SOLICITATION NO. <u>QF08-045-J</u> Offers will be accepted until 5:00 p.m. on <u>June 30, 2008</u> Arizona Game and Fish Department Purchasing Office 5000 West Carefree Highway Phoenix, AZ 85086

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Date: June 18, 2008

VENDOR QUOTATION

DELIVERY POINT:

Arizona Game & Fish Dept 5000 West Carefree Highway Phoenix, AZ 85086

Representative:_	Barbara Jewett	
Phone No.:	623-236-7456	
FAX No.:	623-236-7922	

			VENDOR QUOTATION		
				Unit	Extended
T4	04	TT !4	Description		
Item	Qty	Unit	Description	Price	Price
			Price Increases:		
			457		
			1 st RenewablePeriod% Maximum Increase		
			2 nd RenewablePeriod % Maximum Increase		
			3 rd RenewablePeriod % Maximum Increase		
			4 th RenewablePeriod %Maximum Increase		
			Vendor Certification:		
			SMALL BUSINESS		
			Please check all blanks that apply:		
			Troube enter an examine that apply.		
			A small business concern is defined as a business,		
			including its affiliates, which is independently owned		
			and operated; is not dominant in the field of operations in		
			which it is bidding on State contracts; and can further		
			quality under the criteria concerning number of		
			employees, average annual receipts, or other criteria as		
			prescribed by the Small Business Administrations.		
			This company is a small business concern.		
			This company is not a small business concern.		
			MINORITY BUSINESS ENTERPRISE		
			Please check all that apply:		
			A minority business enterprise is defined by Section 3 of		
			the Small Business Act as a small business that is owned		
			and controlled by one or more minorities or women.		
			Owned and controlled means a business that is at least 51		
			percent owned by one or more minorities or women. In the		
			case of a publicly owned business at least 51 percent of the		
			stock must be owned by one or more minorities or women		
			and the management and daily business operations must be	SUB TOTAL	\$
			controlled by one or more of said individuals. Minority		т
			group members shall consist of those groups defined under		
			Section 8 (a) of the Small Business Act.	Tax (%)	
			` '		
			African American Native American		
			AsianOther		ф
			Hispanic Woman-Owned	TOTAL AMOUNT	<u>\$</u>
				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
			THIS IS NOT A PURCHASE ORDER		



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1. PURPOSE

This Request For Quotation (RFQ) is to establish a contract for the purchase of a service to host a live web feed of public meetings for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. SIGNATURE OF OFFER

Complete pages 1 and 2 of this document. An authorized representative of the Offeror will sign where indicated on page 1. All information requested must be submitted. Failure to include all of the items may result in a bid being rejected.

3. <u>CIVIL RIGHTS NOTIFICATION</u>

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 5000 W. Carefree Highway, Phx., AZ 85086, (623) 236-7290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

4. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless or race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the recipient on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving U.S. Fish and Wildlife Service conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.



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5. <u>INSURANCE</u>

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

- A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.
 - Commercial General Liability Occurrence Form
 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$1	,000,000
Products – Completed Operations Aggregate	\$	500,000
Personal and Advertising Injury	\$	500,000
Fire Legal Liability	\$	25,000
Blanket Contractual Liability – Written and Oral	\$	500,000
Each Occurrence	\$	500,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

3. Worker's Compensation and Employers' Liability

A.	Workers' Compensation	Statutory
	Employers' Liability	
	Each Accident	\$ 100,000
	Disease – Each Employee	\$ 100,000
	Disease – Policy Limit	\$ 100,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments,



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agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- B. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Barbara Jewett, *The Arizona Game and Fish Department, Purchasing Office, 5000 W. Carefree Highway, Phoenix, AZ 85086*, and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS</u>: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.



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All certificates required by this Contract shall be sent directly to: Barbara Jewett, *The Arizona Game and Fish Department, Purchasing Office, 5000 W. Carefree Highway, Phoenix, AZ 85086.* The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>APPROVAL</u>: Any modification or variation from the Insurance Requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. <u>EXCEPTIONS</u>: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

6. <u>INDEMNITY</u>

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

7. CONTRACT TERM

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.



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8. BRAND NAME OR EQUAL SPECIFICATION

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. Any offer which proposes equal quality, design, or performance will be considered if the product offered is identified in the bid, including sufficient technical information, and is determined by the State to be an equal in all material respects to the brand name product referenced in the solicitation.

9. INDEFINITE QUANTITY

This is an indefinite quantity contract for the services or materials specified and effective for the period stated. The quantities of services specified are estimates only and are not purchased by this contract. Delivery or performance will be made only as authorized by the AGFD. The contractor will furnish to the AGFD, when and if ordered, the services or materials specified. There is no limit on the services specified in this document.

10. CONTRACT EXTENSION

The Department may unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual agreement, any resultant contract may be extended for a supplemental period up to maximum of forty-eight (48) months.

11. PRICE ADJUSTMENT

All prices and percentages in the contract shall remain firm for a one (1) year period after award of contract. The AGFD may review a fully documented request for a price or percentage adjustment only after the contract has been in effect for one (1) year. A price or percentage adjustment shall only be considered if the adjustment does not exceed the percent maximum increase approved at time of contract award

Provide the maximum percentages of increase for each renewal period on the price sheet in the spaces provided. The Offeror is cautioned that the percentages shall be computed against the **ORIGINAL CONTRACT PRICE** for each renewable period. If the blanks are not completed, prices during the renewal periods shall be the same as during the original.

Further, the Offeror is advised that the State of Arizona does not automatically grant any increase at the time of renewing the contract and that if an increase is requested, documentation of need must be provided by the contractor at the time of renewal. The price or percentage adjustment, if approved, will be effective upon the first day of the month following approval.

12. PRICING

Pricing is all-inclusive including price for all products, delivery and taxes. Refer to Price Sheet, Page 1.

13. TAXES



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The applicable State and local taxes will be listed on the price sheet.

14. LICENSES

Contractor will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.

Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance may be considered a failure to perform to expectations

15. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the AGFD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

16. CONTRACT ADMENDMENTS

The State and AGFD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the AGFD needs. The Contractor (s) will be notified prior to any changes in the contract. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

17. INCLUSIVE OFFERORS

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.



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18. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.

19. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contact. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, cancellation of contract and suspension and/or debarment of the contractor.



SPECIFICATIONS

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1. PURPOSE

This Fax on Demand (FOD) is to establish a contract for the purchase of service to host a live web feed of public meetings for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the FOD.

2. SPECIFICIATIONS

- 2.1. Turn key system. All software/hardware to provide broadcast/publishing services installed and configured upon delivery.
- 2.2. Editing
 - 2.2.1. Ability to index agenda items to video/audio
 - 2.2.2. Ability to link documents to video/audio
 - 2.2.3. Ability to conduct a key word search based on agenda/video
 - 2.2.4. Ability to edit content after meeting
- 2.3. Archive previous meetings and make them available for on demand viewing via the web
- 2.4. 24 x 7 support
- 2.5. Training
- 2.6. Host, on your website, a live web feed of public meetings to include:
 - 2.6.1. On demand viewing. Anyone who wishes to view the feed has access. Vendor will provide unlimited bandwidth selection.
 - 2.6.2. Ability to record a cd/dvd archive of the meeting during the live fee
 - 2.6.3. Ability to provide pdf of documents for viewing during the meeting
 - 2.6.4. Ability to link agenda to video during recording
 - 2.6.5. Ability to create minutes during meeting
 - 2.6.6. Variable levels of security access
 - 2.6.7. Ability to archive and webcast other videos
 - 2.6.8. Ability for all Department employees located at the main Phoenix headquarters and six remote office locations to view videos without effecting internal network efficiency.
 - 2.6.9. Customized website integration with customized pages that replicate the Department's website look and feel.



ATTACHMENT I

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A	COI	RD _m CERTIFICATE OF L	IABILITY INSURANCE	* · · · · · · · · · · · · · · · · · · ·			DAT	E (MM/DD/YYYY)	
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		GESTLAGGREGATE UNIT APRISES PER:		OLE		PRODUCTS - CO	IPIOP AGE	\$ 500,000	
		AUTOMOBILE LIABILITY ANY AUTO	SAN	X -		COMBINED SWGL (Exaccioni)		\$ 500,000	
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The emp	State oloyee rogati	OF OPERATIONS / LOCATIONS / VEHICLES / of Arizona, The Arizona Game and Fi s shall be named as additional insur on against The State of Arizona, The agents, and employees for losses aris	sh Department, its departments, ag eds with respect to liability arisin Arizona Game and Fish Departmen	gencies, boards, com g out of the activitie at its departments, a	missions, universit is performed by or gencies, boards, co	on behalf of the	o Confracti	or Welverof I	
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The Class of A :				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE					
	1 T	he State of Arizona and	t	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30					
		he Arizona Game and Fish De urchasing Office	DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT						
		000 W. Carefree Highway			FAILURE TO DO SO SHALL IMPOSENO OBLIGATION OR LIABILITY OF ANY KIND UPON				
		hoenix, AZ 85086		THE INSURER, IT'S AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE					
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